

# **EXHIBIT A**

#### **MUTUAL ARBITRATION OF ALL CLAIMS AGREEMENT (NY)**

As an expeditious and economical way to settle disputes without the need to go through the courts, both you and Richard Allen ("Company") agree to resolve disputes between them which may arise out of or relate to your application or candidacy for employment, employment, or termination of employment with Company through binding arbitration under this Mutual Arbitration of All Claims Agreement ("Agreement"). In the event you are hired by Company, your employment with Company is a voluntary relationship for no definite period of time, and nothing in this Agreement or any other Company document constitutes an express or implied contract of employment for a definite period of time. This Agreement does not in any way alter the "employment at will" relationship between you and Company should you be hired by Company.

#### **NATURE OF DISPUTE**

You and Company agree that all claims, disputes, controversies, or disagreements of any kind whatsoever which may arise out of or relating to your application or candidacy for employment, employment, or termination of employment with Company, and which may have occurred prior to or after entering into this Agreement (other than allegations or claims you may have for workers' compensation, unemployment insurance benefits, or claims which by statute are not arbitrable), shall be submitted to binding arbitration. You and Company agree that the requirement to arbitrate shall also apply to any claim that may arise out of or relate to your application or candidacy for employment, employment, or termination of employment and which you may assert against Company's employees, officers, directors, agents, suppliers or service providers, whether an individual or entity. You and Company consent to the joinder and participation in the arbitration proceeding of parties, who are not parties or signatories to this Agreement, including but not limited to Company's employees, officers, directors, agents, suppliers, service providers, or any other essential party relevant to a full and complete settlement of any dispute arising out of or relating to your application or candidacy for employment, employment, or termination of employment with the Company and which may have occurred prior to or after entering into this Agreement and arbitrated under this Agreement.

You retain the right to pursue claims before any governmental enforcement agency, including, but not limited to, the right to file an administrative charge with the National Labor Relations Board or the Equal Employment Opportunity Commission.

The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration Agreement.

Any unenforceable provision in this Agreement shall be severed, leaving the remaining provisions in effect.

#### **CONTROLLING LAW**

You and Company agree that all claims shall be submitted to final and binding arbitration, by a single arbitrator, in the county and state of the nearest office of the American Arbitration Association ("AAA") where you applied to work for Company, or, if hired, where you worked for Company, according to the provisions of the Employment Arbitration Rules of the AAA then in effect and the substantive law of the Federal Arbitration Act ("FAA"). In the event of any inconsistency between the FAA and the Employment Arbitration Rules of the AAA, the FAA will prevail. The Employment Arbitration Rules of the AAA are available on-line at <https://www.adr.org/Rules> by selecting the "Employment Arbitration Rules and Mediation Procedures" or upon request from the Company.

#### **CONDUCT OF ARBITRATION**

The party requesting arbitration agrees to be responsible for initiating arbitration with the AAA and the failure to request arbitration by a party having a claim against the other party within the applicable state Mutual Arbitration – New York – July 24<sup>th</sup>, 2019

or federal statutory time limit for filing the claim shall result in the party waiving the claim and all rights to raise the claim in any forum. When the claim is filed with AAA, you shall pay the nonrefundable employee filing fee, and Company shall pay the nonrefundable employer filing fee, as set by the AAA Employment Arbitration Rules then in effect. Company shall pay all other costs unique to arbitration, such as the arbitrator's compensation. Each party will otherwise bear his/her/its own expenses, such as attorney's fees, if any. However, pursuant to the AAA Employment Arbitration Rules, the arbitrator shall have authority to award attorney's fees and costs to you or Company, if any were incurred if and only if such award is permitted by any applicable state or federal law that provides for recovery of such fees and costs by you or Company.

Each party shall be entitled to discovery in accordance with the AAA Employment Arbitration Rules.

**NO RIGHT TO JURY TRIAL AND WAIVER OF CLASS ACTION, COLLECTIVE, AND REPRESENTATIVE ACTIONS**

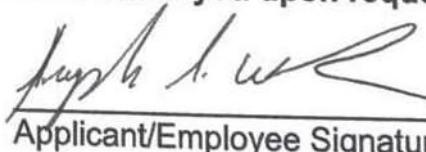
The arbitrator will have no authority to consider a class, collective, or representative action by you or one or more job applicants or employees. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The award of the arbitrator may be enforced in any court of competent jurisdiction. **BY SUBMITTING A JOB APPLICATION FOR COMPANY'S CONSIDERATION, OR ACCEPTING EMPLOYMENT WITH COMPANY, OR CONTINUING TO REMAIN EMPLOYED BY COMPANY, YOU AND COMPANY ARE EACH GIVING UP YOUR/ITS RIGHT TO A JURY TRIAL AND YOUR/ITS RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BECAUSE ALL CLAIMS WILL BE RESOLVED EXCLUSIVELY THROUGH ARBITRATION. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HIS/HER/ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE EMPLOYEE, SIMILARLY SITUATED EMPLOYEE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO ANY RECOVERY FROM A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.**

**RIGHT TO INJUNCTION**

Although all claims arising between the parties are subject to arbitration, unless otherwise prohibited by applicable law, each party retains the right to file, in a court of competent jurisdiction, an application for provisional injunctive relief and shall not be obligated to post a bond or other security in seeking such relief unless specifically required by law. Although a court may grant provisional injunctive relief, the arbitrator shall at all times retain the power to grant permanent injunctive relief, or any other final remedy.

**BY SUBMITTING AN APPLICATION FOR EMPLOYMENT WITH COMPANY, OR ACCEPTING EMPLOYMENT WITH COMPANY, OR CONTINUING TO REMAIN EMPLOYED BY COMPANY, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS MUTUAL ARBITRATION OF ALL CLAIMS AGREEMENT. YOU FURTHER APPROVE AND AGREE TO EACH OF THE TERMS AND CONDITIONS SET FORTH ABOVE, AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. You understand that you can review the Employment Arbitration Rules of the AAA at <https://www.adr.org/Rules> and selecting the "Employment Arbitration Rules and Mediation Procedures" and further understand that a copy of the AAA Employment Arbitration Rules is available to you upon request from Company.**

Date: 10/13/19

  
\_\_\_\_\_  
Applicant/Employee Signature

Taylor L. Wilcox  
\_\_\_\_\_  
Print Name

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#### NATURE OF DISPUTE

You and Company agree that all claims, disputes, controversies, or disagreements of any kind whatsoever which may arise out of or relating to your application or candidacy for employment, employment, or termination of employment with Company, may have for an unlawful discriminatory practice of sexual harassment, workers' compensation, unemployment insurance benefits, or claims which by statute are not arbitrable), shall be submitted to binding arbitration. You and Company agree that the requirement to arbitrate shall also apply to any claim that may arise out of or relate to your application or candidacy for employment, employment, or termination of employment and which you may assert against Company's employees, officers, directors, agents, suppliers or service providers, whether an individual or entity. You and Company consent to the joinder and participation in the arbitration proceeding of parties, who are not parties or signatories to this Agreement, including but not limited to Company's employees, officers, directors, agents, suppliers, service providers, or any other essential party relevant to a full and complete settlement of any dispute arising out of or relating to your application or candidacy for employment, employment, or termination of employment with the Company and which may have occurred prior to or after entering into this arbitration agreement and arbitrated under this Agreement.

The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration Agreement.

#### CONTROLLING LAW

You and Company agree that all claims shall be submitted to final and binding arbitration, by a single arbitrator, in the county and state of the nearest office of the American Arbitration Association ("AAA") where you applied to work for Company, or, if hired, where you worked for Company, according to the provisions of the Employment Arbitration Rules of the AAA then in effect and the substantive law of the Federal Arbitration Act ("FAA"). In the event of any inconsistency between the FAA and the Employment Arbitration Rules of the AAA, the FAA will prevail. The Employment Arbitration Rules of the AAA are available on-line at <https://www.adr.org/Rules> by selecting the "Employment Arbitration Rules and Mediation Procedures" or upon request from the Employer.

#### CONDUCT OF ARBITRATION

The party requesting arbitration agrees to be responsible for initiating arbitration with the AAA and the failure to request arbitration by a party having a claim against the other party within the applicable state or federal statutory time limit for filing the claim shall result in the party waiving the claim and all rights to raise the claim in any forum. When the claim is filed with AAA, you shall pay the nonrefundable employee filing fee, and Company shall pay the nonrefundable employer filing fee, as set by the AAA Employment Arbitration Rules then in effect. Company shall pay all other costs unique to arbitration, such as the arbitrator's compensation. Each party will otherwise bear his/her/its own expenses, such as attorney's fees, if any. However, pursuant to the AAA Employment Arbitration Rules, the arbitrator shall have authority to award attorney's fees and costs to you or Company, if any were incurred if and only if such award is permitted by any applicable state or federal law that provides for recovery of such fees and costs by you or Company.

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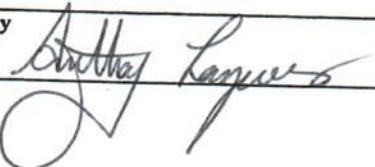
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**CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NEITHER YOU NOR COMPANY SHALL BE ENTITLED TO ANY RECOVERY FROM A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.**

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Signed By	Signed Date
	5/6/19